

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

BEFORE THE HONORABLE ELIZABETH D. LAPORTE, JUDGE

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	)	
CATHERINE TREMBLAY,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. C 07-6009 (EDL)
	)	
CHEVRON STATIONS, INC.,	)	
	)	
Defendant.	)	San Francisco, California
	)	Tuesday, May 6, 2008
-----	)	(22 pages)

TRANSCRIPT OF PROCEEDINGS

APPEARANCES:

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	CATHERINE SUZANNE NASSER

1 Tuesday, May 6, 2008

2 (9:27 a.m.)

3 DEPUTY CLERK: Calling 07-6009, Katherine Tremblay  
4 versus Chevron Stations.

5 Counsel, please state your appearances for the record.

6 MR. AGENBROAD: Aaron Agenbroad and Cathy Nasser for  
7 Defendant Chevron.

8 THE COURT: Good morning.

9 MR. A. HARRIS: Alan Harris and David Harris for the  
10 plaintiff.

11 THE COURT: Good morning. Let me tell you, I'm a  
12 little concerned in this case that on the one hand, the showing  
13 under the two stage procedure is -- really only needs to be  
14 fairly minimal, but it does require some factual support  
15 showing that there's more than just the plaintiff that has the  
16 problem. And that's where I think, although it's, you know,  
17 certainly the norm that the plaintiff passes the threshold, I'm  
18 not sure that that threshold is met here.

19 And on the other hand, I suspect that it could be met,  
20 and relatively easily, because it seems to me maybe here even  
21 one or two more declarations or a little bit of discovery, not  
22 full-fledged discovery, could well provide enough. I mean,  
23 there might be -- there's, I think, two different theories that  
24 you have, although they can be joined together, as to why there  
25 was underpayment. You know, one being this split differential.

1 As I understand it, if somebody works both day and night and  
2 the night pay is higher, then to the extent that there's  
3 overtime on top of that, that's got to be calculated. I mean  
4 that's the kind of thing that one could see it's done by  
5 computer. It's shown on at least one record of plaintiff. I  
6 want to know whether it's shown on any of the other pay records  
7 she has there, which were -- the way they're Xeroxed, I can't  
8 even read them really and they're not explained very much. But  
9 they could be -- I mean, they could be explained, and nobody's  
10 really contesting at least one of them she's paid the wrong way  
11 on that, at least if you're right on the theory and right now  
12 I'm not making a determination on the merits. And if that was  
13 the practice -- you know, presumably, it would be odd in a big  
14 corporation if that wasn't a practice that applied to at least  
15 some other people, but you've given no evidence at all of that.

16 And I look at the other cases and really every single  
17 case has at least two or three declarants. Sometimes it's  
18 cause -- you know, and often there's many, many more. The  
19 expert doesn't count as a declarant -- I mean, he's just  
20 opining on the evidence the plaintiff has. He's not talking  
21 about evidence involving other employees.

22 So that's where I'm having a problem. The -- maybe  
23 it's -- the other theory, I guess, is that, you know, people  
24 miss their meal breaks and if they'd had their meal breaks  
25 they'd have even more time, I think is what you're saying.

1 MR. A. HARRIS: Yes, your Honor. If we look, for  
2 example, at Exhibit 1 to Dr. Safire's declaration, it is the  
3 weekly in-station time sheet -- Dr. Safire's declaration is an  
4 exhibit to my declaration. They're all put together.

5 THE COURT: So you need to have both her pay stub and  
6 her time sheet to make this conclusion.

7 MR. A. HARRIS: If we look at this weekly in-station  
8 time sheet, your Honor, you'll see these are various employees  
9 who worked at this one store. And we can see Miss Tremblay is  
10 the third one down. And she did not work, for example, on  
11 Thursday, the fourth day, and that was worked alone by the  
12 person below her whose name I -- I can't really read from this,  
13 but it is apparent that when you're working the graveyard  
14 shift, per force, it is impossible for any employee to take an  
15 uninterrupted rest period.

16 THE COURT: Well, I want to -- let's just stop for a  
17 minute because I want to hear you and the other side on that  
18 because it seemed to me at least theoretically if you're  
19 working the graveyard shift, this is a gas station, and nobody  
20 comes by during your period that you could take an  
21 uninterrupted break. Unless legally that's not considered a  
22 break because you're certainly on-call.

23 MR. A. HARRIS: You're on-call the entire time. And  
24 from the -- obviously, from the point of view of the employer,  
25 you know, you say, well, the person's just standing there hour

1 after hour. But when you're looking at it from the point of  
2 view of the employee and the law, and although we're not  
3 getting to the merits today, the employee has to have an  
4 uninterrupted rest break. And it --

5 THE COURT: But is it uninterrupted or  
6 Uninterruptible? In other words --

7 MR. A. HARRIS: Uninterruptible. They have to be just  
8 go off on their own and not be interrupted. And under the  
9 Chevron policy, they're not permitted to leave the station.

10 THE COURT: Where is the evidence of the policy?  
11 That's another thing that all the other cases have, is policy.  
12 Evidence of a policy. So -- I mean, the problem I have is you  
13 are making assertions that I think you might be able to back up  
14 sufficiently, it's a very minimal standard, with very little  
15 more effort. But you haven't -- I mean, we've got one very  
16 brief declaration from the plaintiff, which doesn't even  
17 include all the allegations, doesn't support all the  
18 allegations in her complaint even, and nothing from any other  
19 worker or supervisor. Not even one other. And that -- I  
20 haven't seen any cases with that slim a showing.

21 MR. A. HARRIS: I think the defense cases were  
22 principally the cases where discovery had been pretty much  
23 completed.

24 THE COURT: But some of them, it had just -- I mean, I  
25 didn't stay discovery here, right? You could be doing

1 discovery. And if I turn down this motion now, I would think  
2 that would be without prejudice to doing a little bit of  
3 discovery and coming back. In other words, I don't think it  
4 takes very much, but I'm just not sure you've gotten that far.

5 MR. A. HARRIS: I truly think that maybe the  
6 defendants will stipulate now on the record that the people  
7 working on the graveyard shift by themselves, you know, that  
8 there's more than one of them. Because obviously that's true  
9 and that --

10 THE COURT: I'm sure it's true. And I mean, this is,  
11 I have to say, on the defense side, this is what bothers me, is  
12 that I suspect that if I grant your motion, it's all a  
13 meaningless exercise really, that we'll be back in a couple of  
14 weeks and the plaintiffs will have made enough of a showing.

15 MR. AGENBROAD: I think, your Honor, there's a couple  
16 of things. One is the class he's seeking to certify at this  
17 point is much broader than just the people that work the night  
18 shift. If you look at his papers, what he specified was any  
19 employees whose overtime was underpaid due to Chevron's failure  
20 to compute properly the correct overtime rate, which include  
21 both his meal-period people as well as his shift-differential  
22 people.

23 THE COURT: I do think -- I mean, the class is  
24 probably too broadly defined. We've got to talk about  
25 geography. I think you're pretty much conceding it should be

1 California, right?

2 MR. A. HARRIS: Yes, we would want to limit it to the  
3 employees to worked in California on the graveyard shift.  
4 Because only they would have the shift differential issue and  
5 only they are the individuals who were working without benefit  
6 of an uninterrupted rest break.

7 THE COURT: Now, would you want it so it's who worked  
8 on the graveyard shift, at least in part, including those who  
9 also worked on other shifts?

10 MR. A. HARRIS: Yes -- well, it's not necessary that  
11 they worked on other shifts, because they're in the group.

12 THE COURT: It's not necessary, but it's sufficient.  
13 In other words, as long as they worked on the graveyard shift,  
14 either exclusively or some of the time, that's what you're --

15 MR. A. HARRIS: Correct, yes.

16 THE COURT: And what about that?

17 MR. AGENBROAD: I still think -- I mean, this is  
18 getting into the merits a little bit, but certainly there's  
19 support out there for the proposition that if it's infeasible  
20 for the employee to take a meal period, and the example in the  
21 regs, at least, is an individual employee at an all-night  
22 convenience store, which is very analogous to the graveyard  
23 shift at a gas station, whether you even have that.

24 So -- the shift differential also is a little bit  
25 different.

1 THE COURT: Did I follow you? Are you conceding that  
2 if somebody is alone on a graveyard shift, there could be an  
3 issue as to whether that complies with the overtime laws?

4 MR. AGENBROAD: I'm not conceding that, no.

5 THE COURT: Then I don't understand. I thought you  
6 just said there was an example. Say that again.

7 MR. AGENBROAD: Absolutely. Plaintiff's theory is  
8 that anybody who worked a graveyard shift was improperly denied  
9 a meal period. And again, this gets to the merits. This isn't  
10 necessarily a certification piece. But there's support out  
11 there for the proposition that if it's infeasible for the  
12 employee to take a meal period, you can have on-duty paid meal  
13 period and not be in violation of the regs.

14 THE COURT: Okay.

15 MR. A. HARRIS: But there's no such authority for the  
16 rest period, so when you're denied a rest period, you're  
17 entitled to an additional hour of wages, and it's clear that  
18 all the people who worked alone on the graveyard shift were  
19 denied their rest periods.

20 THE COURT: Stop for a second. So do you agree with  
21 that?

22 MR. AGENBROAD: No.

23 THE COURT: It is a disputed issue, though I would go  
24 ahead and conditionally certify it.

25 MR. AGENBROAD: It certainly is disputed. And I would



1 just agree with you as far as maybe we will end up back here,  
2 plaintiffs have had the opportunity to take whatever discovery  
3 you wanted. I do think you're exactly right that their showing  
4 at present isn't sufficient for the conditional certification,  
5 even the cases that they've relied upon, you know, Grace and  
6 Juravich, Thebes, Hoffman -- every one of those had more than  
7 one affidavit, multiple affidavits, statistical evidence, more  
8 specific declarations.

9 Miss Tremblay's affidavit doesn't alleged anything  
10 about a common practice or any similarly-situated individuals.  
11 All she asserts is that she believes that, My individual claims  
12 are typical of the claims of the members of the class as a  
13 whole. And there's problems even with that.

14 THE COURT: It's extremely conclusory, but the thing  
15 I'm frustrated by -- I'm, on the other hand, am not interested  
16 in having a prolonged process where we keep doing this over and  
17 over, and I really suspect on your side, I mean -- and I want  
18 to know and I'm asking you, so you're not volunteering, but I'm  
19 asking you -- is this the policy in California?

20 MR. AGENBROAD: The policy, that people that work the  
21 graveyard shift do not take meal periods?

22 THE COURT: Are not paid for rest periods or meal  
23 periods.

24 MR. AGENBROAD: They're paid for all hours worked  
25 including meal periods for people on graveyard shift.

1 THE COURT: What about the rest period?

2 MR. AGENBROAD: They have the opportunity to take a  
3 rest period.

4 THE COURT: But they're not paid extra if they don't  
5 take one.

6 MR. AGENBROAD: That's correct.

7 THE COURT: And that's where there's a dispute.

8 MR. AGENBROAD: The rest period standard is a little  
9 different. It's the authorized and permit. If they have the  
10 opportunity to take the time the 10 minutes during their shift,  
11 certainly the courts have already indicated that that's not a  
12 provide standard but an authorized and permit standard. And  
13 again we're careening into the merits here.

14 THE COURT: So I understand there's a dispute on the  
15 merits, but is this the same throughout California?

16 MR. AGENBROAD: Yes.

17 THE COURT: And on the payment issue of the blended  
18 rate, you know, you say the plaintiff doesn't show whether this  
19 could be some aberration or mistake or an isolated incident,  
20 which seems very implausible, I mean, that there's some flaw in  
21 the software or something like that that's used in payroll. I  
22 mean, I find it hard to believe. Is it an isolated incident or  
23 is this the way it's calculated and you should be fighting  
24 about the merits?

25 MR. AGENBROAD: We're still investigating. As near as

1 we can tell, any group that this would impact would actually be  
2 even narrower than graveyard people because it would only be  
3 graveyard people -- or individuals who worked both the  
4 graveyard shift and the daytime shift during the same week and  
5 were -- worked overtime during that week on the graveyard  
6 shift. If they worked during the daytime, they wouldn't be in,  
7 if they didn't work overtime, they wouldn't be in. It would  
8 only be that limited subset of people.

9 THE COURT: I think you would agree with that.

10 MR. A. HARRIS: I would agree with that, your Honor,  
11 and I think we send -- if we send the notice to those who  
12 worked than the graveyard shift, we will capture the subclass  
13 also of those who worked the shift differential issue, as the  
14 gentleman described. And so it is a -- I don't believe that  
15 all people who worked the graveyard shift necessarily suffered  
16 from that second violation. But it's a subclass and really  
17 something we will find out after they're given the opportunity  
18 to opt in. And so I think it's clear from our discussion this  
19 morning it's really undisputed that in California there is a  
20 policy that the employees are not provided an additional hour  
21 of pay for their missed rest periods. We don't get to the  
22 legal issue now.

23 THE COURT: Is that undisputed?

24 MR. AGENBROAD: That's correct.

25 THE COURT: Okay. And is it also undisputed that in

1 California, employees who work the graveyard shift and on top  
2 of that also work daytime in the same week and have some  
3 overtime are not paid a blended rate for overtime, the  
4 overtime's not calculated --

5 MR. AGENBROAD: They're paid a blended rate, certainly  
6 in this one instance with Miss Tremblay it was not paid -- it  
7 appears that it was not calculated correctly. As far as other  
8 individuals, the investigation's ongoing so we haven't polled  
9 that yet.

10 THE COURT: You must know whether there's anyone  
11 beside her who's been paid that improperly calculated blended  
12 rate.

13 MR. AGENBROAD: I don't know that definitively.

14 THE COURT: How about her at different times?

15 MR. AGENBROAD: I believe this is the only incident  
16 with Miss Tremblay.

17 THE COURT: That's the only one you found?

18 MR. A. HARRIS: That's the only one we found.

19 MR. AGENBROAD: She's a short-term employee.

20 THE COURT: I know. From a case management viewpoint,  
21 I don't want to go through a series of motions to dismiss which  
22 lead to a conditional certification and just delay and drag out  
23 the case. You know, my feeling is you didn't cross the  
24 threshold, but it's so easy to do so. You can probably do it  
25 with a couple more -- a couple of, you know, one 30(b)(6)

1 deposition maybe or some documents.

2 MR. A. HARRIS: I think we crossed the threshold this  
3 morning in our argument. In the last five minutes, the  
4 gentleman has conceded that in California the employees are not  
5 provided with an additional hour of pay when they miss their  
6 rest period.

7 THE COURT: I guess that probably does do the missed  
8 rest period issue, but I mean, we also have to -- I mean,  
9 doesn't that -- if there is a policy that applies, I think  
10 that's enough. Usually in cases it has to be established  
11 through, you know, declarations. But I think if it's  
12 undisputed...

13 MR. AGENBROAD: They're not paid an extra hour for  
14 missed meal periods.

15 THE COURT: So that would result in a conditional  
16 certification for people who, in California due to graveyard  
17 shift, we have to talk about dates and so on, but we ought to  
18 handle both of these things at the same time probably. Which  
19 is also -- I mean, if we're going to send out one notice, not  
20 two, we need to find out whether there is -- whether this  
21 was -- which seems highly unlikely, one employee, one-time  
22 mistake. It just -- I mean, it sort of boggles the mind that  
23 the computer is either programmed to calculate it one way or  
24 the other. Is it the only time she was in that situation where  
25 she hit the threshold and worked both day and night?

1 MR. A. HARRIS: Yes, your Honor.

2 THE COURT: It seems to me incredibly implausible  
3 there wouldn't be at least some other people in that situation.

4 MR. AGENBROAD: We had requested a broader period of  
5 discovery prior to reaching the conditional certification which  
6 plaintiff's counsel opposed.

7 THE COURT: That's true.

8 MR. AGENBROAD: So we're amenable to that and you  
9 know.

10 THE COURT: I would like to have something done in the  
11 next two or three weeks and then, you know, get a conditional  
12 certification that addresses both of these issues out,  
13 promptly. I mean, I know they were concerned about foot  
14 dragging or the statute of limitations. Now you have yourself  
15 to blame to the extent though you didn't use the time to get  
16 enough evidence.

17 MR. A. HARRIS: Well your Honor as a practical matter,  
18 the dollar consequence of these violations falls most heavily  
19 with respect to the missed rest periods. The relief for the  
20 class of people who worked for them with respect to the  
21 missed -- the improperly calculated shift differential, the  
22 dollar amount there is not that great.

23 THE COURT: But you may be on strong legal grounds.

24 MR. A. HARRIS: We may be on stronger legal grounds,  
25 that's true, but it seems to me if we craft the notice to say

1 that we're certifying a class with respect to improperly  
2 computed overtime rates and just leave it at that, we can go  
3 forward today. In other words, I don't see why we have to kind  
4 of go to the substantive issue on this subclass where there are  
5 not huge dollar issues involved. It seems to me that it's kind  
6 of obvious that we're going to have certification of the class  
7 of the people who worked on the graveyard shift. So perhaps we  
8 just craft the notice to say, to be general and say, this has  
9 been certified with respect to improper computation of the  
10 overtime rate. Then the defendant can go ahead and get the  
11 names and addresses ready to get to Gilardi, which will take a  
12 short period of time, and we can go ahead with the notice. And  
13 then --

14 THE COURT: Well, I mean, it is true that we are  
15 talking about a class and a subclass, aren't we?

16 MR. AGENBROAD: That would be true. I mean, much  
17 narrower than anybody whose overtime was miscalculated.  
18 Because again, and I think this morning --

19 THE COURT: People who worked the graveyard.

20 MR. AGENBROAD: The graveyard shift, correct.

21 THE COURT: But if we said people who worked the  
22 graveyard shift whose overtime was miscalculated, wouldn't that  
23 be -- in California, and then we need to do the number of  
24 years. Wouldn't that be the correct --

25 MR. AGENBROAD: And I guess limiting it to the issues

1 as far as both the meal period and then -- I mean the subclass  
2 for the shift differential, again, would only be those  
3 individuals who worked a graveyard shift and a day shift in the  
4 same week and were paid -- worked overtime on the graveyard  
5 shift.

6 THE COURT: Are you suggesting we go ahead and put  
7 both of those in the notice now, or do you want to continue to  
8 fight about it and have a 30(b)(6) deposition or something? Do  
9 a document request, which I would make you respond to very  
10 quickly, because I find it very hard to believe that with all  
11 this time, you don't know whether some of the other  
12 plaintiffs -- I find that difficult to believe and I think it's  
13 unlikely. You know, it just seems implausible.

14 To err is human, but we're talking about payroll  
15 records.

16 MR. AGENBROAD: I understand, and part of the issue  
17 is, a lot of this is performed by outside vendors so it's not  
18 something that Chevron directly controls. I think it's ADP  
19 that controlled the service.

20 THE COURT: If it were there --

21 MR. AGENBROAD: We'll see about that. I don't dispute  
22 the fact that we could probably resolve this quickly. I mean,  
23 we were the side that was looking to have that more detailed  
24 examination.

25 THE COURT: I want to get on to the other cases



1 waiting, but I also want to not have you have to come back and  
2 back and hash these things out slowly. It seems to me maybe  
3 there is a way you can meet and confer and hash this out right  
4 now about a notice. I'm just not sure it's worth the expense  
5 to either side, you know, to sort of do further motion  
6 practice.

7 MR. AGENBROAD: I don't disagree with that. And even  
8 this morning before we started we got a chance to start working  
9 through our disputes on the notice itself. So I'd suggest an  
10 opportunity, limited timeframe so we don't slow things down,  
11 meet and confer, hash out what the subclass is, what the notice  
12 should look like. And if we can't resolve it, then --

13 THE COURT: What I'm going to suggest is you start  
14 that process right now, and maybe you can finish it by the time  
15 I hear these other few matters. If you can you can't at least  
16 narrow your disputes, and I may or may not give you a day or  
17 two, but I can give you some comments on some of the notice  
18 issue. I mean, sort of tentative rulings.

19 MR. A. HARRIS: The key one that we were talking about  
20 is, first of all, the defense wants to have the -- what I view  
21 is an interim comment: You may also be held liable for costs  
22 associated with this lawsuit.

23 THE COURT: If you look at -- Judge Wilkin had a case  
24 in which she addressed that, that I was reading unfortunately  
25 last night, and she basically said, You can have some language

1 to that effect, but you have to spell out that it does not  
2 include attorney's fees, and it only includes really a very  
3 limited subset of costs. And something that was refined like  
4 that might pass muster.

5 MR. A. HARRIS: My problem with that, your Honor, is  
6 that in reality, as a practical matter, if we look at the  
7 substance of the matter, if the defendant wins the case, I'm  
8 going to pay the costs. And --

9 THE COURT: You know, maybe if you make a --

10 MR. A. HARRIS: I'd say that on the record.

11 THE COURT: Maybe there's some way, if you put a  
12 filing down or something like that, or it may be that it's -- I  
13 mean -- or it may be that -- I mean technically, they are  
14 liable. And I know in practice the plaintiff's attorney pays  
15 it. Now, I don't know if you went bankrupt or something, which  
16 I have no reason to think you would, they'd be taken off the  
17 hook. This is done all the time in the other cases. You all  
18 know what those orders say; I don't.

19 But I wouldn't be averse to saying as a practical  
20 matter this never happens -- well, not never, but it's highly  
21 unlikely because the plaintiff's attorney has filed a  
22 declaration with the Court that he will cover the costs. And  
23 then you file that declaration. In other words, I agree that  
24 it could be misconstrued in a way that would be misleading, and  
25 my concern is not to mislead in favor of either party, to be

1 completely truthful, but without being so lengthy that nobody  
2 will read it. Which is the other side.

3 Any other big dispute that you have?

4 MR. A. HARRIS: The other question was in the same  
5 paragraph where the defense wants to say: By joining the  
6 lawsuit, you designate the class representative as your agent  
7 to make decisions on your behalf concerning the litigation, the  
8 method and manner of conducting this litigation, the entering  
9 of an agreement with plaintiff's counsel concerning fees and  
10 costs, and all other matters pertaining to this lawsuit.

11 These decisions made and entered into by the  
12 representative plaintiff will be binding on you when you join  
13 this lawsuit. And the reality is that that's just not the way  
14 it works.

15 THE COURT: But that doesn't sound right to me, but  
16 that wasn't really briefed, but it sounds to me -- that's kind  
17 of an overstatement. For one thing, the class could be  
18 dissolved later. It's only conditional. I think it make clear  
19 it's conditional certification. And I think the Court has some  
20 input into what fees class counsel has and you've got duties of  
21 the class and so forth and so on. So that seems to be not  
22 quite accurate.

23 MR. A. HARRIS: We'll go out in the hall.

24 THE COURT: I'll let you even have our jury room,  
25 fancier than the hall. And you know, either -- if you're

1 ready, you can come back and notify us; or if we're done, we'll  
2 come back and get you.

3 MR. A. HARRIS: Thank you very much.

4 MR. AGENBROAD: Thank you.

5 (Recess)

6 DEPUTY CLERK: Recalling civil 07-6009, Catherine  
7 Tremblay versus Chevron Stations.

8 MR. A. HARRIS: Alan Harris and David Harris for the  
9 plaintiff.

10 MR. AGENBROAD: And Aaron Agenbroad and Catherine  
11 Nasser for Defendant Chevron.

12 THE COURT: Thanks.

13 MR. A. HARRIS: Your Honor, we have agreed on a form  
14 of notice and we're going to go back to the office immediately  
15 and get it retyped and then we will submit it for your Honor's  
16 approval.

17 I don't think you will, as a practical matter, have  
18 any questions regarding it. I think we've covered all the  
19 basis so --

20 THE COURT: If I do, I'll ask. All right.

21 MR. A. HARRIS: We've agreed to provide 45 days from  
22 the date of mailing by Gilardi for the people to respond. And  
23 so that should be a fairly seamless process. And I think we're  
24 under way now.

25 MR. AGENBROAD: Yes.

1 THE COURT: And was there still an issue about whether  
2 you could have access to the names and contact information?

3 MR. A. HARRIS: Well, I don't think that's an issue as  
4 far as the notice is concerned.

5 THE COURT: Right.

6 MR. A. HARRIS: Obviously we have to -- we can't do  
7 the case if we don't know -- I mean, we have to know who is  
8 opting in. People who haven't opted in, that's fine, but at  
9 this stage -- you know, that may be an issue later. But I have  
10 no interest in knowing -- getting the contact information.  
11 We'll have now have people to talk to with the people who opt  
12 in.

13 THE COURT: All right. That's fine.

14 MR. A. HARRIS: So that's not an issue at this point.

15 THE COURT: Is there anything else?

16 MR. AGENBROAD: I don't believe so.

17 MR. A. HARRIS: That's all, your Honor.

18 THE COURT: So you'll prepare a joint order and  
19 proposed notice.

20 MR. AGENBROAD: Yes.

21 MR. A. HARRIS: Yes.

22 THE COURT: Thank you.

23 MR. A. HARRIS: Thank you very much.

24 MR. AGENBROAD: Thank you, your Honor.

25 (Adjourned)

CERTIFICATE OF REPORTER

I, Connie Kuhl, Official Reporter for the United States Court, Northern District of California, hereby certify that the foregoing proceedings in Case No. C 07-6009(EDL), Catherine Tremblay, et al. v. Chevron Stations, Inc., were reported by me, a certified shorthand reporter, and were thereafter transcribed under my direction into typewriting; that the foregoing is a true record of said proceedings as bound by me at the time of filing.

The validity of the reporter's certification of said transcript may be void upon disassembly and/or removal from the court file.

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Connie Kuhl, RMR, CRR

Friday, May 30, 2008